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Ropewalk Chambers

Terms of Work

ROPEWALK
— CHAMBERS —

Barristers regulated by the Bar Standards Board

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When instructed by professional clients, we do so on the understanding that instructions are accepted on the terms contained herein, notwithstanding any other agreements, proposals or offers. These terms are deemed to come into effect upon acceptance of the instructions or booking by the barrister.

Data protection

“GDPR” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, so far as this Regulation is applicable in England and Wales and including as amended, extended or re-enacted from time to time in England and Wales;

“Data Protection Act” means the Data Protection Act 2018 including as amended, extended or re-enacted from time to time;

“Data Protection Law” means the Data Protection Act and the GDPR;

“Data Controller” means any party insofar as they are acting as a controller within the meaning of GDPR Art 4.7;

“Personal Data” means personal data within the meaning of GDPR Art 4.1;

“Processing” shall have the meaning set out in GDPR Art 4.2;

The “Barrister” means the barrister, practising as a member of the Bar of England and Wales, who is supplying the Services;

The “Case” means the particular legal dispute or matter, whether contentious or non-contentious, in respect of which the Barrister is instructed to supply the Services until the Barrister’s involvement ceases;

The "Instructions" means the briefs, instructions and requests for work to be done (and all accompanying materials), whether written or oral, given by the Solicitor to the Barrister for the purposes of the supply of the Services by the Barrister;

The "Lay Client" means the Solicitor's client for whose benefit or on behalf of whom the Barrister is instructed by the Solicitor to supply the Services;

The "Services" means the legal services supplied or to be supplied by the Barrister in connection with the Case pursuant to the Instructions provided by the Solicitor;

The "Solicitor" means the sole practitioner, partnership, limited liability partnership or company who instructs the Barrister to supply the Services, together with all successors.

The Barrister is a Data Controller for the purposes of Data Protection Law, and is bound, amongst other things, to implement appropriate technical and organisational measures against unauthorised processing of personal data and against accidental loss or destruction of, or damage to, Personal Data.

The Barrister is entitled to process, in accordance with Data Protection Law, Personal Data of the Lay Client, the Solicitor and others to enable the Barrister to provide the Services, to liaise with the Solicitor in respect of the Case or on the Lay Client's behalf, to maintain and update client records, to produce management data, to prevent crime, to comply with regulatory requirements and as permitted or required by law.

The Lay Client and the Solicitor each have a right of access and a right of correction in respect of their personal data which the Barrister holds about them, in accordance with Data Protection Law. If and to the extent that the Barrister and the Solicitor are joint controllers (whether or not with anyone else) for the purposes of Data Protection Law, each shall, unless otherwise agreed, be individually responsible for ensuring that the processing each undertakes is in accordance with Data Protection Law, for ensuring, so far as each is able, the implementation of appropriate technical and organisational measures in accordance with Data Protection Law, and as regards the exercising of the rights of the data subject, but the Solicitor shall be responsible for the provision of information referred to in articles 13 and 14 of the GDPR if and to the extent that this provision of information is required by Data Protection Law.

In the event that the Barrister is required in accordance with Article 33 of the GDPR to notify to a supervisory authority a Personal Data breach affecting the Personal Data of the Lay Client, the Solicitor or others referred to in data supplied with the Instructions, the Barrister shall notify the Solicitor as soon as practicable after notifying the supervisory authority.

No indemnity shall be entered into which would go beyond the Barrister's liability to any party at Common Law or under Statute.

These terms shall not be varied unless with our express agreement in writing.

Our Privacy Policy is available elsewhere on this website, together with further details in the Barrister's "How I use your data" section of their profile.

Terms of business

In the absence of an agreement, whether overarching or on an individual case basis, between Those Instructing and Ropewalk Chambers, signed by authorised persons, we work under The Standard Contractual Terms for the Supply of Legal Services by Barristers to Authorised Persons 2012, a copy of which can be found [here](#).

Liability

The instructed barrister is not liable for any loss or damage suffered by any persons other than the lay and professional clients. If the barrister is liable to the lay and professional clients, any liability shall be capped at the limit of insurance cover as the barrister has in place, in accordance with the regulatory requirements of the Bar Standards Board. The liability cap applies to any engagement, whether arising out of breach of contract, negligence, breach of fiduciary duty or otherwise and is reasonable in the circumstances of the barrister's role in the instant matter.

Interest on unpaid fees

We reserve the right to levy simple interest at 2% above Bank of England Base Rate from time to time in every case of non-payment of fees, in accordance with the Standard Contractual Terms (above).

Delivery of instructions

In order to provide the best possible service to our professional and lay clients, it is essential that the barrister has the opportunity to fully consider all documentation adequately prior to any booking.

For lower value and less complex matters, the barrister should be provided with instructions a minimum of 7 days before any booking. For higher value and more complex matters, the barrister should be provided with instructions a minimum of 14 days before any booking

We reserve the right to accept other bookings should instructions not be received in accordance with the above.

Cancellation charges

We reserve the right to levy a cancellation charge, should a booking be withdrawn for whatever reason, whether instructions have been received or not.

Fixed recoverable costs

In claims that fall within the fixed recoverable costs regime, counsel may sometimes be required to undertake work where costs may not be recoverable from the paying party. Any such items billed remain payable, whether or not they have been recovered from any other party, unless otherwise agreed.

Ropewalk Chambers

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